

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY
STATE OF MISSOURI

STATE OF MISSOURI, ex rel.
Attorney General Chris Koster,

Plaintiff,

vs.

Case No:
Division:

Top Quality Consultations
Unlimited, LLC (d/b/a Top Quality
Auto Brokers)

Serve:
Registered Agent:
TaDarrell Qualls
1848 Shardell Dr.
St. Louis, MO 63138

and

Exclusive Imports, LLC

Serve:
Registered Agent:
Ivan Crockett
8779 N. Broadway
St. Louis, MO 63147

and

TaDarrell Qualls,

Serve: 1848 Shardell Dr.
St. Louis, MO 63138

Defendants.

**PETITION FOR PRELIMINARY AND PERMANENT INJUNCTIONS,
RESTITUTION, CIVIL PENALTIES AND OTHER COURT ORDERS**

Plaintiff State of Missouri, ex rel. Chris Koster, Attorney General, by and through Assistant Attorney General Sarah J. Garber, for its Petition for Preliminary, Permanent, Mandatory Injunctions, Restitution, Civil Penalties and Other Court Orders, against Top Quality Consultations Unlimited, L.L.C., Exclusive Imports, L.L.C., and TaDarrell Qualls (hereinafter “Defendants”) and upon information and belief, states as follows:

PARTIES

1. Chris Koster is the duly elected, qualified, and acting Attorney General of the State of Missouri and brings this action in his official capacity pursuant to Chapter 407, RSMo 2010.¹

2. Defendant Top Quality Consultations Unlimited, L.L.C. (“Top Quality”) is a Missouri corporation that transacts business in St. Louis City, Missouri. Its principal place of business is 8779 N. Broadway, St. Louis, MO 63147.

3. Defendant Exclusive Imports, L.L.C. (“Exclusive Imports”) is a Missouri corporation that transacts business in St. Louis City, Missouri. Its principal place of business is 8779 N. Broadway, St. Louis, MO 63147.

¹ All references are to Missouri Revised Statutes 2010, unless otherwise noted. Where a citation gives a supplement year—*e.g.* “(Supp. 2012)” —the citation is to the version of the statute that appears in the corresponding supplementary version of the Missouri Revised Statutes, and, where relevant, to identical versions published in previous supplements.

4. Defendant TaDarrell Qualls is the owner of Top Quality and General Manager of Exclusive Imports and resides in St. Louis County in the State of Missouri at 1848 Shardell Dr., St. Louis, MO 63138.

5. Any acts, practices, methods, uses, solicitations or conduct of the Defendants alleged in this Petition include the acts, practices, methods, uses, solicitations or conduct of Defendants and Defendants' employees, agents, or other representatives acting under Defendants' direction, control, or authority.

6. Defendants have done business within the State of Missouri by marketing, advertising, offering for sale, and selling automobiles to persons within the State of Missouri.

JURISDICTION

7. Jurisdiction is properly vested with this Court under Art. V, § 14 Mo. Const.

8. This Court has subject matter and personal jurisdiction over the Defendants under Art. V, § 14 Mo. Const.

9. This Court has authority over this action pursuant to § 407.100, which allows the Attorney General to seek injunctive relief, restitution, penalties, and other relief in circuit court against persons who violate § 407.020.

VENUE

10. Venue is proper in this Court pursuant to § 407.100.7, which provides that “[a]ny action under this section may be brought in the county in which the defendant resides, in which the violation alleged to have been committed occurred, or in which the defendant has his principal place of business.”

11. Defendants Top Quality and Exclusive Imports have their primary places of business in St. Louis City.

MERCHANDISING PRACTICES ACT

12. Section 407.020 of the Merchandising Practices Act provides in pertinent part:

1. The act, use or employment by any person of any deception, fraud, false pretense, false promise, misrepresentation, unfair practice or the concealment, suppression, or omission of any material fact in connection with the sale or advertisement of any merchandise in trade or commerce or the solicitation of any funds for any charitable purpose, as defined in section 407.453, in or from the state of Missouri, is declared to be an unlawful practice... Any act, use or employment declared unlawful by this subsection violates this subsection whether committed before, during or after the sale, advertisement, or solicitation.

13. “Person” is defined as “any natural person or his legal representative, partnership, firm, for-profit or not-for-profit corporation,

whether domestic or foreign, company, foundation, trust, business entity or association, and any agent, employee, salesman, partner, officer, director, member, stockholder, associate, trustee or cestui que trust thereof.” § 407.010(5).

14. “Merchandise” is defined as “any objects, wares, goods, commodities, intangibles, real estate, or services.” § 407.010(4).

15. “Trade” or “commerce” is defined as “the advertising, offering for sale, sale, or distribution, or any combination thereof, of any services and any property, tangible or intangible, real, personal, or mixed, and any other article, commodity, or thing of value wherever situated. The terms “trade” and “commerce” include any trade or commerce directly or indirectly affecting the people of this state.” § 407.010(7).

16. Defendants have advertised, marketed, and sold merchandise in trade or commerce within the meaning of § 407.010.

17. Pursuant to authority granted in § 407.145, the Attorney General has promulgated rules explaining and defining terms utilized in Sections 407.010 to 407.145 of the Merchandising Practices Act. Said Rules are contained in the Missouri Code of State Regulations (CSR). The rules relevant to the Merchandising Practices Act allegations herein include, but are not limited to, the provisions of 15 CSR 60-3.010 to 15 CSR 60-14.040. These rules are adopted and incorporated by reference.

SALE AND TRANSFER OF VEHICLES

18. Section 301.210 of the Missouri Revised Statutes provides in pertinent part:

1. In the event of a sale or transfer of ownership of a motor vehicle or trailer for which a certificate of ownership has been issued, the holder of such certificate shall endorse on the same an assignment thereof, with warranty of title in form printed thereon, and prescribed by the director of revenue, with a statement of all liens or encumbrances on such motor vehicle or trailer, and deliver the same to the buyer at the time of the delivery to him of such motor vehicle or trailer...

ALLEGATIONS OF FACT

19. Defendant Qualls began operating Defendant Top Quality in 2005 as an automobile dealership that marketed, advertised, offered to sell, and sold automobiles to Missouri consumers.

20. Defendant Qualls began operating Defendant Exclusive Imports in 2011 as an automobile dealership that marketed, advertised, offered to sell, and sold automobiles to Missouri consumers.

Failure to Provide Titles

21. Defendants sold and delivered vehicles to consumers promising to provide certificates of title within specified periods of time but failed to do so.

22. Consumers were unable to register their automobiles after purchase and delivery due to Defendants' retention of or failure to obtain and deliver certificates of title.

23. Without a properly registered certificate of title, a consumer cannot legally drive an automobile.

24. Defendants have failed to provide refunds to consumers who did not receive certificates of title.

25. Defendants sold vehicles to Missouri consumers, including but not limited to the following consumers, and did not deliver titles at the time of sale:

- a. Carmanita Green, who contracted with Defendants on or about July 20, 2010, and purchased a 2005 Chevrolet Impala for \$8,995.00;
- b. Patresa Parker, who contracted with Defendants on or about August 6, 2010, and purchased a vehicle for \$14,100.00;
- c. Latanya Jones, who contracted with Defendants on or about September 4, 2009, and purchased a 2001 Cadillac SLS for \$8,995.00;
- d. Chesney Stittum, who contracted with Defendants on or about May 29, 2009, and purchased a 2004 Lincoln LS;

- e. Barbara Lawshea, who contracted with Defendants on or about May 27, 2011, and purchased a vehicle, making a down payment of \$2,000.00.

26. Additionally, Defendants Qualls and Top Quality contracted with Patresa Parker on or about August 6, 2010. Ms. Parker purchased a 2004 Honda Accord, making a \$1,000.00 down payment. Ms. Parker never received the title to the vehicle.

Failure to Refund

27. Defendants accepted down payments from Missouri consumers, including but not limited to the following consumers, and failed to refund the down payments when no vehicles were purchased or when purchased vehicles were returned.

- a. Otha Washington, who contracted with Defendants on or about November 10, 2010, and provided a \$1,400.00 down payment for a 1997 BMW and an additional \$600.00 for installation of a “Loan Jack GPS” system;
- b. Rhoda Graham, who contracted with Defendants on or about June 29, 2011 and provided a down payment of \$2,000.00 for a 2007 Chrysler Sebring;

- c. Arthella Kellum, who contracted with Defendants on or about February 17, 2012, and provided a payment of \$3,000.00 for Defendants to locate a vehicle at auction; and
- d. Guzel Davis, who contracted with Defendants on or about September 18, 2013 to purchase a Mazda CX-7 for \$10,900.00.

Failure to Make Promised Repairs

- 19. Plaintiff incorporates all allegations as stated above.
- 20. Defendants accepted payment for vehicles from Missouri consumers, including but not limited to the following consumers, on the condition that Defendants would perform repair work on the vehicles sold and failed to complete the promised repairs:
 - a. Guzel Davis, who contracted with Defendants on or about September 18, 2013, and purchased a Mazda CX-7 for \$10,900.00; and
 - b. Otha Washington, who contracted with Defendants on or about November 10, 2010, and purchased a 1997 BMW for \$8,200.00.

VIOLATIONS OF LAW

COUNT I: FALSE PROMISE

- 19. Plaintiff incorporates all allegations stated above.
- 20. Defendants violated Section 407.020 by falsely promising consumers that within a specified period of time after purchasing a vehicle,

Defendants would provide the vehicle's title to the consumer, a statement which was false or misleading as to Defendant's intention or ability to perform the promise, or likelihood the promise will be performed.

COUNT II: FALSE PROMISE

21. Plaintiff incorporates all allegations stated above.

22. Defendants violated Section 407.020 by falsely promising to perform repairs on vehicles purchased by Missouri consumers, a statement which was false or misleading as to Defendant's intention or ability to perform the promise, or likelihood the promise will be performed.

COUNT III: DECEPTION

23. Plaintiff incorporates all allegations stated above.

24. Defendants violated Section 407.020 by using deception in that Defendants engaged in acts or practices which had the tendency or capacity to mislead, deceive, or cheat and tended to create the false impression that Defendants had the ability to transfer the certificates of title for the vehicles being sold and delivered to consumers when in fact Defendants did not physically possess the certificates of title.

**COUNT IV: CONCEALMENT, SUPPRESSION, OR OMISSION OF A
MATERIAL FACT**

25. Plaintiff incorporates all allegations stated above.

26. Defendants violated Section 407.020 by concealing, suppressing, or omitting, the material fact that Defendants did not physically possess the certificates of title to be able to transfer them to consumers at the time of delivery.

COUNT V: UNFAIR PRACTICES

27. Plaintiff incorporates all allegations stated above.

28. Defendants violated Section 407.020 by engaging in the unfair practice of selling and delivering automobiles to buyers without passing or transferring title in direct violation of § 301.210, RSMo, a statute intended to protect the public.

29. Defendants' violation presents the risk of, and causes substantial injury to consumers because violations of § 301.210 harmed, and will continue to harm, car dealership customers.

RELIEF

WHEREFORE, Plaintiff prays this Court enter judgment:

- A. Finding that the Defendants violated the provisions of Section 407.020.
- B. Issuing Preliminary and Permanent Injunctions issued pursuant to §§ 407.100.1 and 407.100.2 prohibiting and enjoining the Defendants and their agents, servants, employees, representatives and other individuals acting at their direction or on their behalf from selling automobiles in the State of Missouri.
- C. Issuing Preliminary and Permanent Injunctions that require the Defendants and their agents, servants, employees, representatives and other individuals acting at their direction or on their behalf to transfer titles on vehicles purchased by consumers to any and all consumers who purchased vehicles prior to the filing of this action and have not received properly executed title.
- D. Requiring the Defendants pursuant to § 407.100.4 to provide full restitution to all consumers who suffered any ascertainable loss, including but not limited to any monies or property acquired by Defendants through unlawful practices.

E. Requiring the Defendants pursuant to § 407.100.6 to pay the State of Missouri a civil penalty in such amounts as allowed by law per violation of Chapter 407 that the Court finds to have occurred.

F. Requiring the Defendants pursuant to § 407.140.3 to pay to the State an amount of money equal to ten percent (10%) of the total restitution ordered against the Defendants, or such other amount as the Court deems fair and equitable.

G. Requiring the Defendants pursuant to § 407.130 to pay all court, investigative and prosecution costs of this case.

H. Granting any further relief that this Court deems proper in the premise.

Respectfully submitted,

CHRIS KOSTER
Attorney General

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